ernment. It would not make much differ-ence as to the care of it. A hole might be dug in the ground and the silver dropped into it, where it would be safe from robbers and threves, from rust and decay. The act of 1890 treated that silver as a commodity. It degraded it and held it in subjection to gold. By and by the people of the United States would say that they had a great interest in the immense amount of silver in the treasury; that it was theirs; that every ounce of it had been bought with their sweat and blood, and they would not let it be depreciated or sold at less than \$1.29 per ounce. When there was an undue amount of silver in the treasury the country would come to a silver basis, and if it ever did so it would be through the act of 1890. He would rather see the country on a silver basis to-day than on a gold basis. If there was to be but one metal basis he was for silver—not because it was produced in his own State. but because it met best the wants of the people of the country, as it met the wants of the race.

Every American statesman ought to di-rect his attention. Mr. Teller said, to see how the two metals could be tied together indissolubly so that they would never be parted. That could not be done by having silver put down to 50 cents an ounce, nor could it be done by accumulating gold from Europe. It could only be done by taking a heroic step and passing a free coinage bill, in the hope that it would bring the world to the American policy, or else would lead to an international agreement. But no effort, he declared, had been made by any gold man in the United States in favor of an international arrangement.

Mr. Dolph sent to the Clerk's desk and had read an extract from a speech of Mr. Stewart to the effect that the purchase by

Stewart to the effect that the purchase by the government of 4,500,000 ounces of silver per month would use all the silver produced in the United States, and would put up the price of silver to par.

Mr. Stewart admitted that his prophecy had failed, but pleaded that the conditions had changed, and that it had been proved conclusively that nothing would do but free coinage. No action was taken on the bill and after a short executive session that

bill, and after a short executive session the Senate, out of respect to the memory of the late Representative Gamble, of South Da-kota, adjourned till to-morrow.

DEATH OF MRS. BLESS.

She Falls a Victim to the Prevailing Scourge at the Advanced Age of Eighty-Two Years.

Harriet E. Bless died at her residence. 846 North New Jersey street, at 12 o'clock yesterday, in her eighty-second year. The immediate cause of her death was congestion of the lungs, brought on by an attack of the prevailing epidemic, which, in her feeble health and advanced years, made her case hopeless from the first attack.

Mrs. Bless was born in Washington, Ky., in 1810. At the age of sixteen was married to Eleazor Bless, and resided in Mason county, Kentucky, until the breaking out of the war. Mr. Bless being an uncompromising Union man, was persecuted and his life was threatened by his neighbors, who sympathized with the South. On the advice and persussion of his sons he removed to Indianspolis in 1862, where he resided until his death, which occurred in 1882. Mrs. Bless in her life and work embodied in the fullest measure the attributes of a devoted wife and mother, a kind and helpful neighbor and an earnest and consecrated Christian. She leaves a family of five children, two sons and three daughters-James F. and D. Webster Bless and Mrs. Robert Drake, of Newark, N. J., Mrs. M. A. Robertson and Mrs. Justus C. Adams, of this city.

DISTURBERS OF CHURCH-MEETINGS.

How William Fry, William Ryan and Addison

Fulloway Got Into Serious Trouble.

William Fry and William Ryan, of Brightwood, were arrested, yesterday, by constables Glass and Whitesell, to answer a charge of disturbing a religious meeting. preferred by Emma D. Young. The misdemeanor was committed New Year's eve, at a watch-meeting at the Oak Hill M. E. Church. The offenders laughed, talked and scoffed, and otherwise disturbed the wor-

shipers.
Addison Fulloway finds himself in court again on the same charge as above. He is also held in Justice Feibleman's court for profanity and for surety of the peace. The affiant is James Russell, one of the stewards of the Hillside-avenue M. E. Church. Fulloway was given a light fine in the Police Court for knocking Russell down in the church pulpit. He is said to have been a member of the Corkins gang.

CITY NEWS NOTES.

The Havens & Geddes Dry-goods Company, of Terre Haute, was incorporated yesterday. The capital is \$250,000. The bond of James M. Sankey, in the sum of \$5,000, was filed yesterday as a member of the Metropolitan Police Board of Terre

Governor Chase has appointed Barnabus C. Hobbs of Bloomingdale and D. F. Skinner of Valparaiso trustees of the State

The Industrial Savings and Loan Association, No. 2, has elected the following officers for the coming year: President, August Plank; vice-president, John Lauck; secretary, Peter Ohleyer; treasurer, George F. Borst; directors, M. Hofman, Louis Held, Frank Straub, sr., Frank Straub, jr., and John G. Ohleyer and John G. Ohleyer.

The rebus of the Climax Baking-powder Company, published Dec. 24 in the Journal, brought 328 correct replies. The names of those giving correct answers were put in a box and a slip drawn to decide who should have the twenty-five-dollar prize in gold. Master John Carr, Wanamaker, Marion county, Indiana, was the winner.

Cain's Condition Improved.

John Cain's condition yesterday was somewhat improved over the day before, his temperature being lower and pulse strong. He complained of numbness in his left foot, but that is thought to be due to the wound in his leg. He was able to turn over on one side unassisted yesterday morning for the dectors, but suffered great pain in so doing. His physicians are growing daily more hopeful of his recovery, but say it is too early yet to form an opinion on the subject.

Moran, the saloonist who did the shoot-

ing, is still in jail. Judge Buskirk refuses to name a bond until the victim is pronounced out of danger.

Charged with "Flim-Flamming," William Canfield and James Canada were arrested yesterday by patrolmen Thompson and Richardson. They were found on Washington street, apparently attempting to "work" a stranger in making change. They were charged with "working the change racket" on the slate.

William Jackson's Illness.

William Jackson, secretary of the Union Railway Company, who is down with the grip, was resting easy last night, and his physician says that unless pneumonia sets in he will come out of the iliness without serious trouble.

Purses for Heavy Weights.

San Francisco, Jan. 6.—The directors of the California Athletic Club have adopted a resolution authorizing the offering of a series of purses to decide the heavy weight championshp. The men selected as candidates are Sullivan, Slavin, Mitchell, Jackon, Maher, Choynski, Goddard and Mc-Aulifie. The purses are to be not less than NEW ORLEANS, Jan. 6.—The Olympic

club has completed arrangements for a fight betweer Cal McCarthy and Callahan, to take place about the 26th inst. The purse

Big Haul by a Sneak Thief. KANSAS CITY, Jan. 6 .- A most audacious sneak thief carried three thousand dollars' worth of jewelry and papers valued at \$70,-000 away from the residence of Joseph Corle, at No. 1232 Washington street, last night. The papers, which were cast away by the thief, were picked up and partially burned by a stupid negro. As for the thief and his booty of jewels, he has fied and left behind not the slightest clew of his where- abouts. the said Indianapolis Water Company, and all its corporate rights and privileges. In the event the city and the water company cannot agree as to the rates or price to be paid by the city after this contract shall terminate, then the matter of

PEOPLE ARE NOT CONSIDERED

The Public Finally Permitted to Know What the Water Corporation Gets.

Result of the Many Secret Sessions of the Board of Works and the Company's Officials Brought to Light.

Contract Fixes No Schedule and Ties the Consumers Up for Five Years More.

Little or No Better Than the Old One-Will Not Open Broadway - Paying for Brick Pavements-Minor City Affairs.

PROPOSED WATER CONTRACT.

Board Has Falled to Protect the Interests of Private Coffsumers. The agony is at last over and the water centract has been signed by President Conduitt for the Board of Public Works and President Morris for the water company. After the new contract is read it is hard to make out why it was necessary for the able board to lose so much sleep over it, except that the water company might be enabled to float its bonds. In regard to financial benefits neither the city nor the private consumers will reap any advantage over the old ordinance. Evidently the board, in its herculean task, was not guided by the water company's charter to any considerable degree. The price of hydrants remains the same-\$50 each per annum. Here is where the board could have saved the city a big expense, had it been so minded. In other cities the size of Indianapolis the average price paid for hydrants is about \$35, while in many smaller cities, where the price should be correspondingly higher if the revenue derived is to be taken into consideration, \$40 a plug is the maximum figure. The provisions of the contract are as follows:

The Indianapolis Water Company, for and in consideration of the covenants and agreements erein stipulated to be performed by the city of Indianapolis, hereby agrees to supply the city with pure and wholesome water at all times, fur-nishing the city water sufficient to supply 804 fire-hydrants, or plugs, for fire protection, as now located, and with sufficient power and pressure to throw eight streams at once a dis-tance of one hundred feet vertically, through one-inch nozzles; the pressure and power to be furnished within six minutes from the time an alarm of fire is sounded from the fire-alarm box located on the line of or within one square from the lines of water-pipe. An the said water ocmpany also agrees to supply and furnish water to the city according to the terms of this ordinance for thirty-six drinking fount-ains, situated on the several streets of said city, as now located, and for the fountains in Military Park, University Park and Blind Asylum Park; and also for the several engine, reel and station-houses and City Dispensary; and also all necessary water for the purpose of flushing and cleaning sewers and the filling of public cisterns within reach of the lines of water-pipe.

PAY FOR HYDRANTS. The city, for and in consideration of the agreements herein contained, agrees to pay the water company for the water so furnished at the following rates: Fifty dollars per annum for each of the 804 fire hydrants or plugs, which shall be in full payment for all water used from the hydrants and plugs. All water used at the several engine and reel-houses and the City Dis-pensary, from regular house connections, for all uses connected with the fire department; and also all the water used at the several stationhouses of the city and fountains in the parks, shall be furnished free of charge. And the city agrees to pay for each of the thirty-six public drinking - fountains situated in the streets of the city, now, or hereafter put in use, at the rate of \$50 per annum, but said city may, at any time, at its elec-tion, upon notice to the water company, discon-tinue the use of any or all of the fountains, and upon such discontinuance the charge for the fountain or fountains shall cease from that date; and the city also agrees to pay for the water furnished to the City Hospital, Tomlinson Hall and market-houses at the rate of 5 cents per one thousand gallons-all payments under this contract to be made quarterly; provided, that the members of the fire department shall be authorized to use water from the fire plugs to sprinkle the streets immediately bordering on the several

engine and hose-reel-houses, using the ordinary sprinkling nozzle, free of charge. The city also agrees that during the continuance of this contract, the water from fire by drants or plugs shall be used for fire protection filling public cisterns, cleaning and flushing pub lie sewers and street sprinkling, provided that not more than two streams shall be used from fire hydrants or plugs at the same time in cleaning or flushing sewers, and they shall not be so used to exceed six hours in one day, and that, during the time of fires, when fire streams are being used from any fire plugs, no water shall be used from any fire hydrant or plug for the pur-pose of filling any eistern or cleaning any sewer. In case of fire, where it becomes necessary to fill the cistern through a pipe con-nected with the mains of the water com-pany, such pipe can be opened, subject to the in-spection of the water company's officer on the ground at the time of the fire. All the ditches opened by the water company in any street, alley, or public place of the city, for the purpose of laying or relaying water-mains, shall be filled by thoroughly tamping, and all material taken out of said ditches shall be rammed back into place at the time of the laying of pipes. On the failure of the water company to perform this work to the satisfaction of the Board of Public Works, in the manner above indicated, the board shall have the right, after a notice to the com

pany, in writing, of ten days, to put into condi-tion any excavation made by it, and retain from any moneys due the company from the city the cost of doing such work. PIPE-LAYING REQUIREMENTS. The city agrees not to require the company to lay more than twenty thousand feet of new

mains during any one year of this contract, and agrees to locate on each and every new main as shall be laid by the company by order of the board, at such places as the chief fire engineer and the city engineer shall, before such mains are laid on any street, designate at least one fire-hydrant for every five hundred feet of new mains, the hydrants to be provided and attached by the water company at its own expense, and the use of each of such hydrants to be paid for at the rate of \$50 per annum per hydrant, from the date of their respective location; and the water company hereby agrees to lay twenty thousand feet of mains per annum as provided, if so ordered by the Board of Public Works. The company shall, at its own expense, relocate and connect any fire hydrant whenever so directed by the chief fire engineer; provided, that this shall apply only to those hydrants which are required to be changed by the change of any street, sidewalk or alley, and to those hydrants which in any wise obstruct any street, sidewalk, gutter, alley or way. And it is hereby expressly understood and agreed between the city and company that the charter of said company, being "An ordinance authorizing the water-works company of Indianapolis to construct, maintain and operate water-works and supply the city and citizens of Indianapolis," de-fining their powers and privileges, and prescrib-ing their duties, ordained Jan. 3, 1870, shall continue to be in full force in all its parts as against the parties hereto, except in so far as its provisions may be modified or changed by this contract, and, as to any such modifications or changes, they shall only be effectual during the continuance of this contract. The city also agrees that during the continuance of this contract the water company shall be authorized and empowered to employ, at its own expense, a competent man to attend all fires and see that all fire-pings are properly opened, and that no water is used from any fire-

plug for the purpose of filling cisterns or flushing or cleaning sewers during the time of fires, when fire-streams are being thrown from the plugs; provided, that such man shall be subject to the authority of the chief fire engineer, or his assistant, during times of fire, and it shall be his duty to report to the latter, or the Board of Public Safety, any and all violations of the provisions of this contract, or omissions to prop-erly open said fire-pluss, or violations of the orders of the chief fire engineer, or his assistant, or the Board of Public Safety. And when the water company shall have employed such person, it shall report his name to the Common Council and the Board of Public Works, and the city agrees that it will, by proper authority, enact an ordinance fully protecting him in the discharge of his duties. And it is expressly understood that the city shall in no way be liable for the pay or compensation of this man liable for the pay or compensation of this man, and shall not be liable for any damages sustained by him in the discharge of his duties.

And it is further understood and agreed by the parties hereto, that this contract shall take effect and be in force from the first day of January, 1892, until the first day of January, 1897, and thereafter until a new contract shall be made: provided, however, that nothing con-tained in this contract shall in any way effect the right of the city, pursuant to the law and ordinances of the city, to purchase all the buildings, machinery and pipes and entire plant of

rates shall be submitted to arbitration, in the manner and form provided in the ordinance of Jan. 3, 1870.

It is hereby expressly agreed by the water company that the water furnished by it to the city and citizens of Indianapolis shall be good

All questions in regard to the purity of water shall be referred to a chemist selected by the Board of Public Works, the Board of Public Board of Public Works, the Board of Public Health and the water company, and the result of such analysis shall be accepted as conclusive evidence of the degree of purity of the water. The boards and the water company shall each have one vote in the selection of said chemist, and the expense of such analysis shall be paid one-half by the city and one-half by the water company. An analysis shall be made at any time when the Board of Public Works and the Board of Public Health shall require it.

NO SCHEDULE FOR CONSUMERS. The board, in making this contract, utterly neglected its opportunity to protect the interests of the people by fixing a legal schedule of water rates to consumers. If this contract is ratified by the Council the city will be tied up for five years. Under the vague terms of the original charter of the company it is permitted to charge consumers practically whatever it pleases. There is nothing in either it or this proposed new contract to prevent the company from whooping its charges up 50 per cent. and holding them there for the next five years, until it wants another contract. The company needs this contract, and there is an opportunity to get this concession yet. The board, if it has attended to its duty and made the proper investigation, ought to know what charges are fair. A schedule of such charges should be made and incorporated in this contract. Then the consumers would have some recourse in case of overcharges. If this contract is confirmed by the Council they will have none. It is an excellent contract for the corporation, but the peo-

ple are not in it. As will be noticed the above contract does not give the city the right to use water for cooling and flushing streets and alleys, but enacts the payment of \$50 a year each for thirty-six public drinking fountains. The company's charter on this subject says:

The company shall supply to the city upon the several streets and avenues in which pipes may be laid such quantity of water as may be required for the prevention and extinguishment of fires and the washing, cooling, flushing and sprinkling of streets, pavements, gutters, alleys, sewers and public grounds, and the city may attach to each hydrant a faucet from which water may be drawn by citizens and passers-by for persons and animals.

This language is very explicit. By the terms of the charter a faucet could be attached to each of the 804 hydrants in use, all of which could be converted into drinking fountains for man or beast, but accord ing to the new contract the city pays \$50 each for thirty-six drinking fountains, and no matter how much it may be needed the

water company's water cannot be used for cooling and flushing pavements.

The only thing gained by this contract over the old one is free water for three park fountains and an increase in the number of feet of mains to be laid from six thousand to twenty thousand annually. The contract ought to have lessened the price of hydrants from \$50 to \$40 each. which would have meant a saving to the city of \$5,040 annually. Vice-president Davis was asked last

evening if the water company would strictly adhere to the provisions of the contract in the laying of mains. He said that whenever the board should order a permanent improvement on a street mains would be laid, even in excess of what the contract calls for. In regard to furnishing water for flushing the pavements he said there was nothing in the old contract

Mains Laid Last Year.

The water company yesterday sent to the Board of Public Works a statement showing that 41,000 feet of mains were laid last year and fifty-eight hydrants located. The mains were laid on thirty-six different streets, and the longest one, 3,764 feet, was laid on South Meridian street. The company now has under ground eighty-three miles of mains.

WILL NOT BE OPENED.

Protestants Against the Opening of Broad way Gain Their Point. Yesterday morning was the time set by the Board of Public Works for hearing remonstrances against the opening of Broadway from St. Clair street to Massachusetts avenue, and a big delegation appeared. It was headed by a committee composed of Messrs. Thad Rollins, Louis E. Haag, W. V. Wheeler, S. J. Wilson and Dr. M. H. Field. Mr. Rollins as spokesman for the committee, presented two remonstrances. One of these was signed by 110 property-owners, representing five thousand front feet. The signatures also represented 55 per cent. of the property-owners from St. Clair to Eighth street, and 95 per cent. from St. Clair to Christian avenue. The other petition was signed by sixty-five property-owners living in the section that would be subject to appraisement. Mr. Rollins stated that the remonstrators owned more than one-half the front feet from St. Clair to Eleventh street, while the petition for the opening was only signed by fifteen property-owners, who had failed to state how much property they represented. The property-owners their opposition to the opening of the street on two grounds, he said. In the first place it was not a necessity, out merely a sentiment, and the question was whether the board would, upon the petition of fifteen men, open the property-owners. He realized that the board had such power if it had a mind to exercise it. In the second place, the thoroughfare, if opened, would only extend to Massachusetts avenue, and the only hind-rance against reaching the latter thorough-fare now from Broadway was the fact that there was a jog of 140 feet at St. Clair street. After inquiring if the city would pay any of the expense of opening the street and learning that it would not, Mr. Rollins con-

"If you open Broadway to Massachusetts avenue you have got to arbitrarily say that the people shall stand the entire expense regardless of whether it benefits them or not. This would not be a public improvement in the sense that it opens a

through street." Mr. Rollins was followed by attorney W. W. Spencer, who talked on the same line. He said it would cost from \$20,000 to \$50,000 to open the street, which virtually meant that that amount would be expended in demolishing improvements. It would be better to spend this amount of money in paving the street. He pointed out what he said would be the damage to the property and failed to find that any benefits would

Mr. Wheeler spoke next, saying that the assessments against property would work hardships in a great many cases. At this juncture President Conduittsaid that when the petition was filed the board was given to understand that a majority of the inter-ested property-owners wanted Broadway opened. He would like to hear from some of the men who had signed the petition, and ex-Judge Norton spoke. He thought the people were laboring under the misappre-hension that only a small amount of the property would be assessed. His idea was that all the property on Broadway to the corporation line would be benefited, and ought to be assessed. He thought that was what the present law contemplated. "Don't all those who signed the petition live near Seventh street?" asked attorney

"I believe they do," said Judge Norton, "Wouldn't the burden of the assessments fall on the property-owners between Christian avenue and St. Clair street?" again asked Mr. Spencer. "I'm not the one to make the assessments," said Judge Norton, "but I think property north would be assessed. President Conduitt then stated that the

assessments would be made according to the benefits, but the lower property would be most benefited, and consequently would be assessed higher. He then stated that the board had heard quite enough oratory and politely hinted that it was time for the committee to withdraw. A direct question was put to him, however, and he said he did not think the opening of Broadway would be a great public benefit, and that the board had decided not to open the street. Edward Hawkins was one of the signers of the petition. Louis E. Haag, chairman of the committee of remonstrants, has written a card of thanks to the board for its decision.

BRICK PAVING.

Final Estimates Allowed Upon Several of President Conduitt yesterday morning asked City Engineer Mansfield if he had

retained in his College-avenue estimate 20

cents a yard as a guarantee fund for repairing between the tracks of the streetcar company. The reply was that he had "'Tis well," said the president as the frown on his face collapsed. "Had you done so it would have been a virtual admission that the city was liable for such

The board allowed the final estimates and paid the city's portion of several contracts yesterday. They were probably held thus late that the controller might tide over Jan. 1 without borrowing more money.
The city's portion of the College-avenue contract from Christian avenue to Seventh street on behalf of the Minnehaha Granite Company is \$4,066 after deducting \$272.63 for repairs. The city's portion of the Coburn-street improvement on behalf of Robert Kennington is \$1,035.93 after deducting \$96.99 for repairs. On the South Delaware-street brick contract, Fulmer & Seibert, \$258.85 was retained as a guarantee. The city's portion of the Meridian-street improvement between Twelfth and Fourteeth streets amounts to \$1,104 after deducting \$135. On the Seventh-street estimate, Warren-Scharf Company, \$542.38 was reserved, leaving a balance due the

This cleans up last year's contracts. Was Not Feeling Well. Mr. E. B. Martindale called yesterday morning to inquire about the paying with asphalt of Pennsylvania street, between Sixteenth and Seventeenth streets. He didn't find President Conduitt in a very good

company of \$319,20.

"We can't do any paving for three months," said he testily.
"Will you instruct Mr. Mansfield to prepare an estimate of the cost?"
"Well, yes; I suppose so." was the "grouchy" answer.

Urging the Christian-Avenue Scheme. Ex-Councilman Otto Stechhan was again before the Board of Public Works yesterday morning to urge the improvement of Christian avenue and the fostering of flower-beds in the center. He was told, after some discussion, during which Mr. Defrees intimated that the people on Christian avenue were no better than other people, that the matter would be taken up when the board came to consider the streets it would improve this year.

The Dog Had No Effect. Timothy Sheehan entered the Board of Public Works chamber yesterday morning. accompanied by his dog. He presented a bill for \$454 for the extra nine hundred barrels capacity of the cistern on Gatting street. The cistern was built of larger capacity than ordered, and Mr. Sheehan's bill will not likely be allowed.

The Board Missed a Good Thing. Harry Adams came before the board yesterday morning with the express intention of telling a number of good stories, but he found the conditions so unfavorable that

he went away without cracking a smile.

CASES OF DESTITUTION.

Two Honseholds Where Hunger and Hardship Are Causing Suffering.

Citizens in the neighborhood of No. 71 Lord street yesterday made the startling discovery that the family living at that number is in destitute circumstances and actually suffering for provisions and fuel. The house is occupied by the family of a man named Adams, a molder, who met with an accident while at work in Decatur, Ill., from molten metal, and is laid up at the hospital. His household consists of his wife and child, four months of age, her two sisters and mother and father. The father is not able to earn a living, and three of the family are sick with the grip. When their condition became known, Mrs. James Brown, who lives across the street, started a subscription to provide food, and Captain Campbell and other neighbors, including Mr. Poppe, the grocer, Mr. Winans and others, secured sufficient coal for the present. The case was reported to Township Trustee Gold, who prom-

One of the needy cases of destitution appealing this cold day for relief is that of a family named Sanburn, living at No. 17 Wood street, a small street running from North to Michigan street, being the first west of Mississippi. A worthy widow with six children lives there, and has been having a hard struggle all winter. Her family consisted of seven children until yesterday, when one of them died. Three more of them are very sick. It is said that at no time during the winter has the widow had sufficient food and clothing.

PREPARE TO SHIVER.

Bitter Weather and Low Gas Pressure Will Cause Plenty of Suffering.

The first real old-fashioned zero winter weather of the season is promised by the Weather Bureau for to-day. A dispatch was received from Washington yesterday. reading as follows:

WASHINGTON, Jan. 6, 1892. Observer, Indianapolis: Hoist cold-wave signal. Te fall about 20° by Thursday night.

Since at 2 o'clock yesterday the temperature was 26 degrees above zero, and at sundown much lower, the indications are that the mercury will touch zero. The full meaning of this will be best appreciated on the South Side, where the gas pressure has been low for several days, and in many houses stoves fitted to burn coal have been erected. A depression of the mercury to the zero point means that many will suf-fer for lack of warmth, owing to feeble gas pressure in all parts of the city. It will be found necessary to shut off spare rooms. and otherwise contract the space to be

INDIANAPOLIS NOT IN IT.

No Representative at the Chicago Base-Ball Meeting-Dickson & Talbott Decline.

The base-ball meeting called by Presi dent Speas, of Kansas City, in the effort to organize a central base-ball association, occurs at Chicago to-day, but unless some body takes a notion to hustle up to the windy city to-day, Indianapolis will not be represented. It was hoped by those most anxious to see a good club in Indianapolis that Dickson & Talbott, the theatrical firm, might see fit take hold of the matter, they finally decided not to go into it. because we do not think there is money in it," said Mr. Talbott last evening, "but partly because we have all the business we have time for, and partly because it would interfere somewhat with personal plans of travel next summer. We looked into the matter, and I believe there is money in it, but we cannot take it up.' If the new circuit materializes to-day it is probable that others will be found to take hold of a club for this city.

Was Choking His Wife. John Harter was choking his wife in the Zoo Hotel on Mississippi street last night, when landlord Bennett responded to the woman's screams and attempted to release her husband's grasp. Harter then turned on Bennett with a knife, which the latter seized by the blade, cutting the in-side of his fingers to the bone. Patrolmen W:lson and Mahoney put Harter under arrest to answer a charge of disturbing the beace as well as of assault and battery. He has been in the penitentiary.

WEAK stomach strengthened by Beecham's Pills.

Catch a Tartar, And when caught scrub well with Sozodont. Don't spare it. Brush for dear life. If you destroy it, all the better for you and your teeth. It will destroy the health of the mouth, its beauty, and your sweet

Artificial Teeth Without a Plate Or bridge-work. A. J. Morris, 5612 E. Washing-CATARRH can be cured surely, safely and pleasantly by Piso's Remedy. It cures when all else fails. All druggists. 50c.

TOW WILL GET THE OFFICE

Peculiarly Complicated Election Case Decided by the Supreme Court.

It Recalls a Famous Family Feud in Lawrence County - Brush Patent Case-Old Bills Turned Up.

Judge Coffey, of the Supreme Bench, yesterday handed down an opinion in the case of Hugh L. Kimberlin vs. the State ex rel. William H. Tow. of Mitchell, Lawrence county, which involves a story of unusual interest. In 1888 William Tow was elected trustee of a township in Lawrence county. In 1890 James Brown and a man named Murray were the nominees of their respective parties for the same office. The election was hotly contested, and on the evening of the day of election, after all the votes had been cast, but before they had been counted, James Brown dropped dead. When the votes were counted it was found that he had been elected by a majority of seventy votes. At the time there was considerable agitation about Tow's right to hold over, and at the November election of 1890 Tow and Kimberlin were the nominees of their respective parties for the office. Kimberlin received a majority of the votes, but as the voting for township trustee at the November election was unauthorized by law. Kimberlin was not allowed to take the office.

Dec. 17, 1890, the Board of County Commissioners of Lawrence county met in special session and appointed Kimberlin to the office of township trustee. He immedi-ately filed his bond and the county auditor issued him a warrant for the township funds. Kimberlin served five days, and at the expiration of that time William Tow brought proceedings in court to enjoin him from acting as trustee. The restraining order was issued, and then Tow again brought suit to test the title of the office. yesterday Judge Coffey held that the November election of 1890 was unauthorized; that the County Commissioners had no legal right to appoint Kimberlin, and that the title of the office is vested in William Tow. The case assumes a very peculiar phase, when it is realized that Tow was elected in 1888 for a term of two years; that in 1890 he was not on the ticket, yet, by virtue of the death of the man who received the most votes at that election, he is entitled to hold the office until the next township election.

Much interest is added to this case by recalling the family feud that existed some time ago between the Tow and Bass families, of Mitchell. These two families had intermarried, yet were the bitterest enemies. Last July Henry Tow, a brother of William, was arrested by United States officials for selling liquor by the wholesaie without a license and for removing from a bonded warehouse liquor upon which no license had been paid. On July 16 Henry Tow came to this city to stand trial in the federal court. His legal adviser was Cougressman Jason Brown. On arriving here, however, it was found that the most important of Tow's witnesses was sick, and he secured a postponement of his trial until the September term of court on that ground. Not only had the Tow family come to this city well represented, but their enemies, the Basses, had also come in numbers sufficient to present a strong array of evidence for the govern-

The feeling between the two families was very bitter. William H. Tow had intensified it by pushing law suits against Curtis Bass, and when the Basses retaliated by bringing Henry Tow into court on a serious charge the bitterness and hatred reached a point where a personal conflict was likely to be precipitated at any time. When it was decided to postpone the case the two factions left for home on different trains. They met, however, at Greencastle Junction, where they all took the Monon train for Mitchell. It was then that the liveliness began. The train had no sooner pulled away from the junction than hestilities were opened, and the Tows and Basses made targets of one another. It was never known who fired the first shot, which was the signal for a volley. Everybody not interested in the fight made a frantic dash for the nearest door, and the combatants soon had the car to themselves. Bud Tow was shot in the back and fatally wounded. One of the Basses was forced from the car by a Tow adherent, and after a hand to hand conflict on the platform was thrown from the train, which was running at a high rate of speed, and fatally injured. Another one of the Basses fired at Martin Tow, the ball passing through the latter's hand and lodging in the hand of the wife of the man who did the shooting. There were a dozen or more men and women engaged in the fight, and several were injured besides those mentioned. The shooting began in the ladies' coach, and when the smoke cleared away the belligerent families had full possession of the car. Having exhausted their ammunition and the train men interfering, a truce was patched up and the ran to Mitchell was made without

Old Bills of Exchange. Louis J. Liebrich, as administrator of the estate of John George Liebrich, became vesterday the plaintiff in a suit somewhat out of the ordinary. The complaint sets up that John George Liebrich, in 1871, purchased of Charles Mayer and William Haueisen, then partners, two bills of exchange on the firm of Stahl & Federer, of Wurtemberg, Germany, for 2,950 guilders. It was the intention of the purchaser to make a trip to Europe, but before the time to leave he was taken sick and died. The bills of exchange were forgotten, and be-came lost to knowledge. Some of the heirs discovered them a few weeks since, and the plaintiff demanded the repayment of the money by the defendants, which was refused. Suit was therefore entered against them in the Circuit Court. The demand in the English equivalent is \$2,000.

The Brush Company Objects. The Mayor, the city attorney and Councilmen of Muncie were yesterday morning served with notice to appear before the United States Court on the first Monday in February, where the city of Muncie is made defendant in a suit in chancery for infringe ment of patent. The suit is brought by the Brush Electric-light Company of Cleve-land, O., to enjoin Muncie from using a double-carbon burner which has been contracted for in the new electric-light plant being put in there now, which is about ready for operation. The Brush company claim to have the double-carbon burner fully covered by patents. The Western Electric Company of Chicago has contracted with the city to put in the burner, and the suit is brought to restrain the city from using the same.

Compromised by Marriage. The suit of Elizabeth Monroe against Jesse Powers for breach of promise of marriage was yesterday dismissed by the plaintiff in Judge Walker's court. The plaintiff no longer bears the name in which the suit was entered, having become the wife of the defendant. The story is that having become the fiancee of Jesse Powers, to whom the plaintiff expected to be married July 4, 1890, she discovered that he had a wife living. Since that time, however, wife No. 1 has stepped out of the way, and the defendant made good his contract in spite of the legal truth, a "con-

Dental College Quarrel. Judge Brown yesterday listened to the argument on the demurrer to the alternative writ asked for by George E. Hunt against John N. Hurty and others. The case is based on the refusal of the defend-ants to sell certain stock in the Indiana Dental College to the plaintiff, who offered par value for it. The refusal, it is said, was incited by a knowledge that the plaintiff desired to obtain a controlling interest previous to the next election of

Evangelist's Domestic Wos. Charles R. Brown, a colored man, who is an evangelist in the African Baptist Church,

was given a decree of divorce, yesterday, by Judge Harper, from his wife, Louisa. No defense was made, the defendant allowing the case to go for the plaintiff on default. She ran away with a colored Lothario of Kentucky after fourteen years of wedded life with Brown.

Stole from a Woman.

The trial of Charles Reed, colored, was held yesterday in the Criminal Court, and resulted in a verdict of guilty, with a sentence of two and a half years in the State prison attached. Reed, who was charged with stealing \$11 from a woman, is a tall, athletic young mulatto. He has served one term in the prison for the same style

Docket Notes

The will of Matilda H. Ahrens, deceased, giving her estate to her husband, William Henry Ahrens, was yesterday probated. James Fitler, who was found guilty of stealing 20-cent cigars from Sim Coy, was yesterday released by Judge Cox on his

George L. Vincent was yesterday de-

clared to be insane, due to paresis of the brain. He was attacked in Chattanooga

while on a business trip as lecturer and or-

ganizer for the insurance order of the Iron Hall. He has been under the care of Dr. W. B. Fletcher. The Court Record.

SUPREME COURT OPINIONS. 16344. Hiley S. Cook et al. vs. Joseph Claybaugh. Howard C. C. Affirmed. Olds. J.—When a married woman holding real estate by a former marriage procures a di-vorce from her husband and then conveyed the land to a third person, who was to obtain a loan on the same and turn the money over to the husband, who was to assume the payment of the note, and the parties remarried, when the real estate was conveyed to her and the husband paid off the veyed to her and the husband paid off the note and the wife borrowed money from the plaintiff and secured the same by mortgage. Held, That although the decree for a divorce may be set aside, yet while it stands in full force the wife had a right to convey the land either voluntarily or for a consideration and pass the title to a third person, and she would hold the title by virtue of such reconveyance, and not by the former marriage. and not by the former marriage.

16346. Hiley S. Cook et al. vs. Addison
F. Armstrong. Howard C. C. Affirmed.
Olds, J. Affirmed on the authority of Cook

16345. Hiley 8. Cook et al. vs. John O. Henderson, Howard C. C. Affirmed. Olds. Affirmed on the authority of Cook vs. 15957. Wm. T. McConnell et al. vs. Citizens' State Bank, Gibson C. C. Rehear-15450. Eulalie Patterson vs. George H. Babcock. Stark C. C. Substitution or-APPELLATE COURT OPINIONS.

144. Daniel P. Baldwin vs. John Shill. Pulaska C. C. Affirmed. New, J.-The statutory memorandum, "given and excepted to," on an instruction, must be signed by the judge. 2. Judgment will be given on answers to interrogatories only in cases where there is an irreconcilable conflict between them and the general verdict. 263. Frank E. Worley, Administrator, vs. Melvin M. Heneman. Owen C. C. Reversed. Robinson, C. J .-- A claim against a decedent's estate must be succinct and definite, and contain all such facts as are necessary to show that the decedent's estate 18 lawfully indebted to claimant. If the claim is secured by lien it shall be particularly set forth, and a reference given to where the lien, if recorded, will be found. If an affidavit in support of such claim, as required by Section 385, Elliott's Sup., is not filed, the claim is suject to demurrer. 290. James B. McFadden vs. Conrad Schneder. Shelby C. C. Reversed. Reinhard, J.—The proper practice is to move to strike out an argumentative pleading, but as a ruling upon it cannot affect the merits it will not be considered an appeal. 2. Where the value of the property in dispute is fixed by the verdict of the jury or finding of the court, and a judgment is ren-dered for the amount of such value, and the judgment is paid, the title to the property becomes vested in the party against whom the judgment was rendered, for if the owner elect to take a judgment on the replevin bond and collects it he has thereby abandoned his right to the property, and the title passes as fully as if it had been transferred by purchase. 217. Hannah H. Swift vs. State ex rel. Louis M. Devlin, prosecuting attorney. Franklin C. C. Affirmed. Black, J.—Where

the owner of property lists it for taxation and delivers the list to the assessor it is not necessary in a complaint to recover penalty for giving a false list to own that he was not a minor and not a person of un-884. Frederick Busjahn vs. Wm. E. Mc Lean, Cashier. Cass C. C. Affirmed Crumpacker, J.-When a mistake has occurred in the terms of a note, and it is in fact different from the purpose and inten-tion of the parties, and a change is made therein in good faith by the holder for the purpose of making the instrument conform to the intention of the parties, such alteration is not fraudulent and will not vitiate the note. Under such circumstances the holder is implicitly authorized to make the correction, but it must clearly appear that the mistake was mutual and extended to all the parties, and the change was only such as was necessary to rectify the mistake and to make the instrument speak the exact truth.

16122. Hugh L. Kimberlin vs. State ex rel. Wm. H. Tow. Lawrence C. C. Affirmed. Coffey, J.-Where one is lawfully in the possession of an office effect that he shall hold until successor is elected and qualified his right to hold over continues until a qualified successor has been elected by the same electoral body or those to which such in-cumbent owes his election or which by law is entitled to elect a successor. 2. Where a person is in the possession of an office under a constitutional or statutory provision like that found in our Constitution and a successor is duly elected, but dies before he qualifies, no vacancy occurs, since one of the contingences upon which the incumbent's term of office is to expire has not taken place; namely the qualification of a successor.

SUPERIOR COURT. Room 2-Hon. James W. Harper, Judge. Charles R. Brown vs. Louisa M. Brown divorce. Tried by court. Decree granted

Boom 3-Hon. Lewis C. Walker, Judge. Elizabeth Monroe vs. Jesse Powers: breach of marriage contract. Dismissed at Ester N. Link vs. John F. Link; divorce. Dismissed at plaintiff's costs.

CRIMINAL COURT. Hop. Millard F. Cox. Judge. State vs. Charles Reed; petit larceny. Verdict of guilty and sentenced to the penitentiary for two and a half years.

Thinks She Is a "Baby Moon."

A woman giving the name of Tenna Haddock was sent to the station-house yesterday by patrolman Pierson for detention as insane. She was walking about the streets talking excitedly in a loud voice. She told Dr. Earp that she is a "baby moon," Her features and color, as well as her accent, indicate that she is a Creole. She has some of the prepossessing features of that class. Her age is thirty-two years.

SPECIAL SALE

OF ALL-WOOL

Underwear

This week we offer one case of all-Wool Scarlet Undershirts and Drawers at

a garment, 75c a suit. All sizes from 34 to 44.

METZGER-Loretta Alma, daughter of Harry A. and Jennie I. Metzger, Jan. 6, aged three years and five days. Funeral to-day (Thursday), at 2 p. m., from the residence, 467 North Delaware street. Funeral private. BLESS-Harriet E. Bless, at her residence in this

SOCIETY NOTICES. MASONIC - PENTALPHA LODGE, NO. 564, F. and A. Masons. Stated meeting in Masonic Temple this (Thursday) evening at 7:30 o'clock. JOHN W. STAUB, W. M. WM. H. SMYTHE, Secretary.

city, 346 North New Jersey street, at 12 o'clock Wednesday. Notice of the funeral will be given

WANTED-FEMALE HELP. MANTED-STENOGRAPHER. EASY AND VV permanent employment. References required. Address A. B., Journal office.

WANTED-MISCELLANEOUS WANTED - GOOD CANVASSERS, CALL AT WANTED-YOUNG LADIES AND GENTLE-men for Dramatic Company. Must be of good ap-pearance. Boom 7, Grand Opera-house Block. WANTED-\$6,000 TO \$10,000-PARTY HAV (or control) a paying position in manufacturing com-pany. Reference Al. Address T. P. Co., Journal

WANTED-A GOOD, RESPONSIBLE MAN OR firm in each county in Indiana, and adjoining States, to take the agency for my seamless Vulcanized Rubber Roofing. Full particulars by mail. S. C. KEESLING, Muncle, Ind. WANTED - \$75 PER MONTH SALARY AND expenses paid, any active man or woman to sell a line of plated ware, watches and jewelry; can live at home. We turnish team free, full particulars and an elegant sample case of goods free. Address at once, STANDARD SILVERWARE CO., Boston,

LOANS-MONEY ON MORTGAGES. C. P. SAYLES, 75 East Market street. MONEY TO LOAN-6 PER CENT. HORACE MCKAY, Room 11, Talbott & New's Block. SIX PERCENT. ON CITY PROPERTY IN IN-diana. ISAAC H. KIERSTED, 13 Martindals Block.

MONEY TO LOAN ON FARMS AT THE LOW est market rate; privileges for payment before due. We also buy municipal bonds. THOS. C. DAY & CO., 72 East Market street, Indianapolia. FOR SALE-MISCELLANEOUS. OR SALE-ART SALE AT MRS. A. E. FER. room for new stock. FOR SALE-REAL ESTATE-FLORIDA OR I ange Grove. Do you want a profitable invest-ment! Grove is a fine one, situated in the high lake county. This locality is the finest for orange culture in the State. Altoona has cross railroads; as a health-resort this locality is unsurpassed in America. The grove has had the most abundant attention and cultivation—thousands of dollars having been expended on the grove—which is now in bearing, and ready for easy money. Also, 80 acres fine erange land, near; some timber on land. This land is almost as beauti-

ful as a park. Owner of this property is a widow, and cannot attend to it, and wants to sell or exchange it for Northern property or farm. Nothing but good rental property or farm is desired. For particulars address Mrs. ANN B. WILKEY, Sullivan, Ind. FOR RENT. DOR RENT-FACTORY BUILDING TO RENT. East South street. FOR RENT-A VERY HANDSOME SUITE OF two or three unfurnished rooms, in a house with all modern conveniences, Private family. Address M. M., Journal office. BUILDING AND LOAN ASSOCIATIONS.

NOTICE-THE ANNUAL MEETING OF THE stockholders of the Mutual Home and Saving Association will be held at their office, 72 East Market street, Jan. 7, 1892, at 7:30 p. m.
W. A. RHODES, Secretary.
ISAAC THALMAN, President. Building and Loan-Big Four Building association of Indiana has 8,000 shares of stock in force. Fifty-five loaps have been made, aggregating \$45,000. Interest income over \$400 per month, which is compounded monthly, thereby producing unsurpassed profits, that are participated in by both investor and borrower. Officers—Hon. M. M. Reynold, president: H. H. Moats, vice-president; J. WesieySmith, (capitalist) treasurer; J. O. Hamilton, superintendent. Address JOHN FURNAS, Secretary, 77½ East Market street.

A UCTION SALE OF A FINE COLLECTION of Furniture and Household Goods. I will sell at No. 297½ North Alabams street, on Friday, Jan. 8, at 10 a. m., a fine collection of furniture and household goods, consisting in part of one very fine ladies antique cak desk, with bevel glass; fine all-wool carpets, wainut patent rockers, upholstered in crushed silk plush, fancy chairs, antique cak high back chairs, moquet and other rugs, casels and pictures, center tables, charry and antique cak rockers, fine lace curtains and poles, lamps, one fine apholstered couch, antique cak bedroom suites, cotten mattresses, woven wire springs, one first-class reclining chair, one elegant open-front natural gas stove, tiled front; shades, hanging lamp, antique cak extension table, dining-room chairs, antique cak refrigerator, antique cak sideboard, with bevel glass; gold band chinaware, glassware, cook-stove, tinware, and other ware, glassware, cook-stove, tinware, and other goods. These goods are in first-class condition, and

as good as new. A. L. HUNT, Auctioneer.

## \$100,000.00

More than one hundred thousand dollars has been paid by the Price Flavoring Extract Co. for Vanilla Beans during the past six months. The largest quantity ever purchased in the same time by any other manufacturer in the world. The idea that good Extract of Vanilla is easily produced is so absurd as to be unworthy of notice. Unless the best Mexican Vanilla Beans are used, properly cured, properly aged, and the flavor properly extracted, and allowed to stand at least one year before offering for sale, good Extract of Vanilla is an impossibility. Try Dr. Price's Extract of Vanilla and note its delicious flavor.